

Before the
Federal Communications Commission
Washington, DC 20554

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| In the matter of |) | |
| |) | |
| Paperkidd Productions & Publishing, |) | |
| Jarrell D. Curne |) | |
| Complainants, |) | Proceeding Number 18-140 |
| |) | File No. EB-18-MD-003 |
| v. |) | |
| |) | |
| Verizon Wireless |) | |
| Defendant |) | |

PAPERKIDD PRODUCTIONS & PUBLISHING SECOND REQUEST
FOR INTERROGATORIES OF VERIZON WIRELESS

Jarrell D. Curne
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Complainants appear Pro Se

Dated: August 1, 2018

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Introduction

Pursuant to 47 C.F.R. § 1.729, Complainants hereby submits to the Federal Communications Commission, and concurrently serves on Defendant Verizon Wireless, this Second Request for Interrogatories. Verizon shall respond to these Interrogatories in the time provided by 47 C.F.R. § 1.729, in writing, under oath, and in accordance with the Commission's rules and the Instructions set forth.

Verizon, created by the merger of Bell Atlantic and GTE, is a telecommunications company. The name Verizon combines the Latin word veritas, meaning truth, with the word horizon. Complainants expect the truth not diversion.

U.S. DEPARTMENT OF JUSTICE summary says: Title VII makes it unlawful to discriminate against someone on the basis of race, color, national origin, sex (including pregnancy and gender identity) or religion. The Act also makes it unlawful to retaliate against a person because the person complained about discrimination, filed a charge of discrimination, or participated in an employment discrimination investigation or lawsuit.

Title VII prohibits not only intentional discrimination, but also practices that have the effect of discriminating against individuals because of their race, color, national origin, religion, or sex.

One way determination of if a violation of discrimination has occurred or not is whether the purchase was completed. Consumer Racial Profiling is defined as any type of differential treatment of consumers in the marketplace based on race or ethnicity that constitutes a denial or degradation in the product or service offered to the consumer. In a retail environment, CRP can take many forms, ranging from overt or outright confrontation to very subtle differences in treatment, often manifested in forms of harassment. Outright confrontation includes verbal attacks, such as shouting, and physical attacks, such as removing customers from the store. Customer harassment includes slow or rude service, required pre-payment, surveillance, searches of belongings, and neglect, such as refusing to serve African-American customers.

Verizon Wireless still has not allowed the Complainant opportunity to fully complete purchase. Verizon states reparations but fail to acknowledge Paperkidd did in fact want five lines, but asked for the 5th line to be removed because access was denied even though the line was being billed. Verizon stated Complainant was not approved for 5 lines, but 5 lines were on the account which prompted the request for removal.

On two occasions Jarrell D. Curne encountered African-Americans at the location mentioned in the response for motion to dismiss, during which the first time the gentlemen whom can't be named on March 23, 2018, offered to help before Josh outright verbal shouting confrontation attacked, and removed Complainant from the store. Video footage will show the african-american walking up as he states "Let me help you," as Josh tells me to leave because they don't have a manager. The second whom can't be named was on March 26, 2018 and can be seen on footage as a different african-american stood by me before Kyle threw me out of the store. During both times, there was a different level of hostility displayed by the african-american employees toward me. They both wanted to help. For no apparent reason Josh, Ro, and Kyle whom last names are unknown, felt threatened even after Complainants had met with the managers whom last names are unknown, but first names are Bryan, and Graham on March 20, 2018 which notes on the account will show the Bureau. Complainants also spoke with Spencer last name unknown on March 20, 2018 during which time Ro refused to help or speak to Complainants after Spencer requested she come over to the service desk. This prompted Graham

to request documents which were returned a hour later to Bryan who promised a full refund if the device was disconnected again on March 20, 2018.

The device was indeed disconnected again on March 23, 2018 and even though Verizon has credited the account they still have not refunded the original payment promised from Bryan on March 20, 2018 that was paid in cash. Therefore Verizon statement of reparations being made are inaccurate. Furthermore Ro had no reason to not help nor even speak with complainants when requested by Spencer before Graham even got involved. Yet, three days later Ro tells the complainants Verizon does not have a manager even after she personally witnessed interactions with Graham and Bryan. Spencer was also present when Bryan promised the refund paid in cash.

The Bureau should request copies of phone interactions from Jarrell D. Curne and the Olathe Police Department on March 24, 2018 along with calls made on March 23rd and 26th of 2018 by the Defendants, and the video footage Verizon refuses to release. Complainants came back on March 26, 2018 with documentation from Legal Zoom to prove there was no fraud, but instead was met by a paid security guard who was not there on March 15, 2018 when cash was paid, nor on March 20, 2018 when Bryan turned back on the devices promising refund after speaking with Graham whom both were accompanied by Spencer.

The discrimination alleged specifically came from the employee Ro at the corporate store location as stated whom refused to help Complainant at Spencer the store employees request. The discrimination continued on March 23, 2018 when store employee Ro said she did not have a store manager, and proceeded to tell Complainant to call 611. It should be noted the iPhone would not reach 611 during this time which is what prompted the return to the physical location.

Paperkidd Productions & Publishing manages the careers of several upcoming artist such as Machie Rei from Chicago, IL; J.O. Hardworker from Detroit, MI; and 2oon Gucciano from Kansas City, Kansas. The call on March 23, 2018 disconnected as number 913-300-1651 was speaking to 913-293-2532. The first number belonged to Complainant while the second is 2oon Gucciano. They were discussing how to obtained features from Trippie Redd, or 6ix9ine to secure a label partnership deal with Elliot Grainge of whom father owns UMG, Vivendi. Paperkidd has been unable to focus on the marketing plans of artist on their roster while having to read a ton of information pertaining to pro se representation for these matters.

The fee of \$5,000 a day is reasonable because Complainant is a Entertainment Agency. The Agency does not do shows nor features for less then \$5,000. As such, if Verizon Wireless didn't violate the act the Complainant would be making music, performing, writing songs for other artists and managing talent for a percentage of their royalties. Complainant does not tell Verizon what to charge for services they simply chose from what was offered. Verizon should not be allowed to set the rates of Paperkidd Productions because Complainants are a privately held LLC. that is involved in entertainment not a telecommunications company like Verizon.

For the second year in a row, the U.S. music industry produced double-digit growth, with total consumer spending on music growing to \$8.72 billion, a 16.5 percent increase from the prior year of 2016, when those revenue reached almost \$7.5 billion. Yet Verizon does not see the value in Complainants company which is because African-American hip-hop music is not respected by Defendant.

Defendant is acting in bad faith by asking for the dismissal of Complaint without monetary compensation under the 1934 Communications Act which states the Bureau may award. The complaint provides sufficient detail to sustain the violations of cited statues in Amended Complaint. For example Ro refusal of service is discrimination, calling authorities by Kyle is discrimination, yet refusing to give a refund as Bryan promised is unjust charges; along with other billing issues discussed. For instance, you bill for iPad which just started to show Verizon in the top corner after the response to motion for dismissal was filed. That is unlawful, the Defendant is deceptive. You credited the iPad, but did not activate service before charging again which is continuous.

Verizon's use of U.S.C. 208(a) is inaccurate, they have not resolved in full all of the billing disputes that could be raised; reparations have only been partially made so they are not relieved, and have been made aware of the unresolved discrimination claims for damages due to the financial loss of income arisen from matters pertaining to Verizon Wireless. Verizon denies allegations, but without liability attempts to give reparations for damages which makes no sense. Paperkidd would not attempt to compensate the Defendant while denying a claim. Verizon states Jarrell D. Curne is not a party, but Jarrell D. Curne specifically was banned from the store location over the business account. Paperkidd is not A.I. technology.

There is need for a discovery process because defendant denies making an unauthorized number change, but on March 26, 2018 there was a recorded call between Complainant and Defendant during which time Alyssa/ Andrea, and Jacob admitted to changing the number while repeatedly apologizing. During this call the representative stated on the recorded phone line if she was Paperkidd she would sue her own company Verizon, because they are wrong. Her words were she hopes Complainants get what they deserve from the Defendant. This admission from her justifies this complaint.

When the account was initially set up there is a recorded phone call on March 14, 2018 requesting documents to be taken inside the corporate location. At the time the correct information was given on the recorded phone line, in the store and again on March 20, 2018. After 3 times Verizon still disconnected device from March 23-March 26, 2018. The same documents which were Articles of Organization along with Missouri Identification was presented to Jacob fraud manager on March 26, 2018 before Alyssa/Andrea BCGO both last names unknown said number had been lost. This proves documents were mishandled. During the recorded phone call the defendant never stated the phone number would be changed. Defendant actually stated otherwise and made Complainant believe they were fixing all issues not changing things.

In any case Verizon admits inconvenience, which is another way of wording discrimination. Verizon state Jarrell D. Curne was believed to be threatening before notifying him of prohibition from the store. Verizon has video footage that will contradict this but refuses to give it too the Bureau. Verizon denies services were suspended, but the Complainant maintains from March 18-March 20th and March 23-March 26, 2018 the service was suspended. A recorded phone call on March 26, 2018 from Jacob fraud manager will state account was terminated and thats why sub account was created.

Verizon states Paperkidd was suspended due to verification, not the language. Paperkidd verified to Bryan store manager on March 20, 2018 which notes on first account will show. The same store saw the documents on March 15, 2018 after being requested over the recorded phone call on March 14, 2018. Again on March 23, 2018 after refunded was not given as promised Complainant took verification documents back on March 26, 2018 and Kyle called the cops

which is discrimination when all Paperkidd wanted was the lines turned back on; or a refund given in full which still has not happened. Verizon states no payment was made, and that they have credit the account. Verizon has not acknowledge the cash paid on March 15, 2018 in the store regardless of amount which is bad faith.

In the defendants Analysis the say account was opened in former name rather than adopted name but fail to admit it was their fault. Over the phone on March 14, 2018, in person on March 15th and March 20th documents and the correct name was provided. They never advised Paperkidd could not keep number, provide the recorded call.

Prohibition is the action of forbidding something, especially by law. This has been used to discriminate against African-Americans, and minority owned businesses. Such has Starbucks prohibiting blacks from using a restroom calling the police, CVS preventing a patron from using a coupon calling the police, to Verizon prohibiting the return of devices to the store location purchased from. IN EACH CASE THE PROHIBITION ARISEN FROM DISCRIMINATION.

Verizon Wireless should be advised the 1934 Communications Act signed by Franklin D. Roosevelt outweighs their customer agreement. Complainant still wants answers, along with Evidence Paperkidd now submits this second request.

INTERROGATORIES REQUEST #1

1. Did you suspend Paperkidd service on March 18-20, 2018 during which time the store manager Bryan promised complainants a refund if service was interrupted again but instead Jarrell D. Curne was prohibited from returning March 23-26, 2018?

EXPLANATION

To the extent that Verizon has claimed that it has not discriminated against Paperkidd but does acknowledge a prohibition ban from the store level, which resulted from the same employee Ro who refused to help Jarrell D. Curne at the request of Spencer on March 20, 2018 before Graham got involved. Verizon admits an inconvenience that is assumed to be discrimination.

INTERROGATORIES REQUEST #2

2. Share the reason Ro, and Josh store employees told Jarrell D. Curne the corporate store did not have a manager even though Paperkidd Productions representative had spoken with

Graham and Josh on previous occasions before the prohibition which is considered discrimination?

EXPLANATION

To the extent that Verizon has claimed that it has made the ban based on language use and a perceived threat, but a store manager promised a refund and asked for Jarrell D. Curne to return on March 20, 2018 before the device was shut off again.

INTERROGATORIES REQUEST #3

3. Share the reason the fraud department didn't receive the documents from Bryan the store manager on March 20, 2018?

EXPLANATION

To the extent that Verizon has claimed that it has to verify on March 26, 2018 but their are contradicting notes on account by the store manager dated March 20, 2018.

INTERROGATORIES REQUEST #4

4. Did Alyssa/ Andrea the BCGO rep who reactivated the lines on March 26, 2018 tell Paperkidd that complainants should sue Verizon, she hopes Complainants get what they deserve and if she was Paperkidd or Jarrell D. Curne she would sue Verizon along with they had every right to?

EXPLANATION

To the extent that Verizon has claimed that it has made reparations a recorded phone call from their representative will show admission of guilt at which time defendant stated they agreed that credits would not suffice what happened.

INTERROGATORIES REQUEST #5

5. Did Kyle on March 26, 2018 at the corporate store in Olathe, Kansas call the police after Bryan the manager told the defendants they could return on March 20, 2018?

EXPLANATION

To the extent that Verizon has claimed that it has reasons to believe Jarrell D. Curne was coming to cause harm at the store when all the company representative wanted was reactivation of devices or a refund.

INTERROGATORIES REQUEST #6

6. Share the the reason documents were not mishandled by Verizon and Complainant is to blame if the same documents were provided on March 15, March 20 to Bryan, and March 26, 2018 to Jacob?

EXPLANATION

To the extent that Verizon has claimed that it has to verify documents the complainant complied multiple times but Verizon still leads the Bureau to believe the Complainant is at fault.

INTERROGATORIES REQUEST #7

7. You admitted to inconveniencing the Complainant, how does this differ from discrimination?

EXPLANATION

To the extent that Verizon has claimed that it has inconvenienced Paperkidd which means trouble or difficulty caused to one's personal requirements or comfort.

INTERROGATORIES REQUEST #8

8. Share the reason Verizon Wireless customer agreement means more then the 1934 Communications Act?

EXPLANATION

To the extent that Verizon has claimed that the Bureau cant award due to their customer agreement, the Complainant maintains the Commission and the Act holds more weight, but wonders why Defendants disagree.

INTERROGATORIES REQUEST #9

9. Share the amount paid to the corporate store on March 15, 2018 and weather or not you have refunded the cash, or credited that amount specifically to the bill before this second request was sent?

EXPLANATION

To the extent that Verizon has claimed that it has made retributions for all claims the Complainant disagrees.

INTERROGATORIES REQUEST #10

10. Did Jarrell D. Curne have to locate the IMEI for the iPad because you couldn't locate which line it was on the account since it was not active on 6/11/2018?

EXPLANATION

To the extent that Verizon has claimed that it made reparations but Jarrell D. Curne had to do work normally required by paid Verizon employees at a store level while purchasing devices yet Paperkidd representative was banned.

Paperkidd, LLC.

JARRELL D. CURNE

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A handwritten signature in black ink, appearing to read "Jarrell Curne", written over a horizontal line.